

JOINT DECISION POINT LIST
CAVALIER v. VERIZON
CC DOCKET NO. 02-359

| DISPUTED ISSUES | CAVALIER PROPOSED CONTRACT LANGUAGE | CAVALIER RATIONALE | VERIZON PROPOSED CONTRACT LANGUAGE | VERIZON RATIONALE |
|-----------------|---|--------------------|--|-------------------|
| | <p>provisions regarding V/FX Traffic are subject to any changes in Applicable Law</p> <p>4.2.7.15(e) - Where the transport facilities provided by Cavalier are part of a Two-Way Interconnection Trunk group, the Parties will work cooperatively to calculate a PPU factor for each Party for those facilities, based on the number of minutes of applicable traffic that each Party sends, as compared to the total number of minutes of applicable traffic that both Parties send over that Two-Way Interconnection Trunk group. Verizon's percentage of use of the facilities that are part of the Two-Way Interconnection Trunk group, as shown by its PPU, will be used by Cavalier to bill Verizon for the transport facilities used by Verizon in accordance with this Section 4.2.7.15. As of the Effective Date, the respective Verizon PPUs, for each applicable Verizon End Office Wire Center at which the Parties use Two-Way Interconnection Trunk groups, are set forth in Schedule 4.2.7. At either Party's option (but no more often than twice a calendar year), the Parties may set new PPU factors</p> <p>5.6.6 - To facilitate accurate billing</p> | | <p>statute or order. If such order or statute does not expressly supersede or modify existing interconnection agreements, then the Parties nonetheless agree that, upon thirty (30) days written notice provided by either Party to the other Party on or after the effective date of such order or statute (which notice, however, may not in any case be provided prior to January 1, 2005), the terms of such order or statute shall so supersede or modify (prospectively) the terms of this Agreement relating to V/FX Traffic exchanged between the Parties, subject to any subsequent modification or reversal of such statute or order.</p> <p>4.2.7.15(e) - Where the transport facilities provided by Cavalier are part of a Two-Way Interconnection Trunk group, the Parties will work cooperatively to calculate a PPU factor for each Party for those facilities, based on the number of minutes of applicable traffic that each Party sends, as compared to the total number of minutes of applicable traffic that both Parties send over that Two-Way Interconnection Trunk group. Verizon's percentage of use of the facilities</p> | |

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| | <p>to the originating carrier, each Party shall pass sufficient information to allow proper billing, in the form of Calling Party Number ("CPN"), CIC, LRN, OCN, and/or JIP information on each call, including Transit Traffic, carried over the Interconnection Trunks. The Parties agree to use appropriate information in the form of CPN, CIC, LRN, OCN, and/or JIP information, as set forth below</p> <p>5.6.8 - Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds. Measurement of billing minutes for originating toll free service access code (e.g., 8YY) calls shall be in accordance with applicable tariffs</p> <p>5.7.4.9 - Reciprocal Compensation shall not apply to Virtual Foreign Exchange Traffic (i.e., V/FX Traffic). As used in this Agreement, "Virtual Foreign Exchange Traffic" or "V/FX Traffic" is defined as calls in which either party's Customer is assigned a telephone number with an NXX Code (as set forth in the LERG) associated with an exchange that is different than the exchange (as set forth in the LERG) associated with the actual physical location of such</p> | | <p>that are part of the Two-Way Interconnection Trunk group (which percentage, for the avoidance of any doubt, shall not be based upon any V/FX Traffic originated by Verizon), as shown by its PPU, will be used by Cavalier to bill Verizon for the transport facilities used by Verizon in accordance with this Section 4.2.7.15. As of the Effective Date, the respective Verizon PPUs, for each applicable Verizon End Office Wire Center at which the Parties use Two-Way Interconnection Trunk groups, are set forth in Schedule 4.2.7. At either Party's option (but no more often than twice a calendar year), the Parties may set new PPU factors</p> <p>5.7.4.9 - Reciprocal Compensation shall not apply to Virtual Foreign Exchange Traffic (i.e., V/FX Traffic). V/FX Traffic shall be subject to the compensation provisions set forth in Section 4.2.7.15</p> | |

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| | <p>Customer's station For the avoidance of any doubt, each party shall pay the other party's originating access charges for all V/FX Traffic originated by a that other party's Customer, and each party shall pay the other party's terminating access charges for all V/FX Traffic originated by the paying party's Customer</p> <p>5.7.5.2.1 - No proposed language proposed</p> <p>5.7.5.2.4.1 - No proposed language</p> <p>5.7.5.2.4.2 - No proposed language</p> <p>5.7.6.9 - No proposed language</p> | | | |
| Issue V2: Should the Agreement's provisions on V/FX traffic be reciprocal? (§§ 1.51(7), 1.52(a), 4.2.7.15(c), 5.6.8, 5.7.5.2.1, 5.7.5.2.4.1, 5.7.5.2.4.2, 5.7.69) | Sec response to Issue C28 | | See response to Issue C28. | |
| Issue V25: What terms and conditions should apply to "Intra Premises Wiring"? (§§ 1.34(a); 11.2.14; 11.2.16)). | | Cavalier does not disagree with the general principle stated in the issue, but has not yet been able to reach agreement with Verizon on the specific language concerning this issue | 11.2.14 - Subject to the conditions set forth in Section 11.7 and upon request, Verizon shall provide to Cavalier access to unbundled Inside Wire Subloops (as such term is hereinafter defined) in accordance with, and subject to, the terms and | Verizon's straightforward language requires Verizon to provide Cavalier with access to inside wire subloops as required by law |

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| | | | <p>provisions of this Section 11.2.14, and the rates set forth in Exhibit A. "Inside Wire Subloop" means a transmission path owned or controlled by Verizon that extends from the Minimum Point of Entry in or at a multiunit Customer premises to the Rate Demarcation Point (or NID if installed at the Rate Demarcation Point) in or at that multiunit Customer's premises. The actual transmission facilities used to provide an Inside Wire Subloop may utilize any of several technologies. Upon notification by a Cavalier that it requests access to an Inside Wire Subloop at a multiunit premises where Verizon owns, controls, or leases such Inside Wire Subloop, Verizon shall provide access to such Inside Wire Subloop at a technically feasible point or, upon request, a single point of interconnection at time and material rates set forth in Exhibit A. Notwithstanding anything else set forth in this Agreement, Verizon shall provide Cavalier with access to Inside Wire Subloops in accordance with, but only to the extent required by, Applicable Law.</p> | |

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| <u>Issue V34</u> : Should Cavalier be required to provide monthly advanced payments of estimated charges, with appropriate true-up against actual billed charges, if Cavalier is insolvent or fails to timely pay two or more bills from Verizon or a Verizon affiliate in any 12-month period? (§ 20.6). | See Response to Issue C21. | | See Response to Issue C21. | |